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Current Topics.

Birmingham's New Law Library.

THE opening last week, in auspicious circumstances by the Lord Chancellor, of the handsome new library of the Birmingham Law Society is an event in the history of the great city of the Midlands of especial interest to members of the profession. As is the case with many similar institutions this library has been of gradual growth from its humble beginnings over a century ago to its present imposing magnitude. On its history during its hundred years of life some very interesting sidelights are thrown in the minutes of the governing body, some items of which, extracted by the learned librarian, Mr. JOHN L. PUMPHREY, have been courteously placed at our disposal and which we have read with great satisfaction, showing as they do the persistent determination of the profession in Birmingham to establish a law library worthy of their city. From the minutes we learn that it was in 1818 that a small group of Birmingham attorneys considered the propriety and utility of inaugurating a professional library—a movement which fructified a little later in the taking of a small room at a rent of £15 a year wherein books could be stored, the earliest and almost the only acquisitions being "The Law Chronicle" and "Smith's Bankruptcy Lists." Whether owing to the somewhat meagre literary fare offered to subscribers or from other causes this effort to found a library was not very fruitful, but later—in 1831—a fresh start was made, this time on surer foundations, and with permanent success. Beginning with editions of the statutes at large it soon made additions at an ever-increasing rate to the contents of its shelves in all branches of law, till now the number of its volumes reaches the handsome total of some 18,000. Like other libraries which lend books to their members, it has at times encountered difficulties in inducing their return within a reasonable time. Sir WALTER SCOTT had the same experience with regard to his own magnificent collection—a circumstance which led him to complain that while many of his friends might not be very good arithmeticians, they appeared to be very good book-keepers! In Birmingham we learn that on numerous occasions the committee threatened to enforce the rule imposing fines on recalcitrant book-keepers, but it appears from the records that there is only one instance of a member paying the fine. More effective, we are told, was the action of the Honorary Secretary, who made a tour of the solicitors' offices and discovered many of the missing volumes—a precedent followed by the present librarian a year or two ago with equally excellent results. On possessing so learned and energetic a librarian and in obtaining a new and commodious building worthy of its contents, the members of the profession in Birmingham are to be heartily congratulated.

Law Libraries.

A PLEASANT anecdote has come down to us from a past day of a barrister who was entering the courts carrying a big bundle of books, and being seen by an acquaintance who said "Oh, I thought you members of the Bar knew all the law," replied, "Yes, we do; these books are for the judges." We smile at the piquant little story with its hit at the members of the Bench, but we realise at the same time the debt every lawyer owes to those who, scorning delights and living laborious days, have compiled works that have blazed tracks through the "wilderness of single instances," and thus made the task of the student a little easier. As the Lord Chancellor, in his admirable address at the opening of the new Birmingham Law Library, last week, said: "A good library is almost as great a necessity for the administration of justice as is a good judge. For the lawyer who looks beyond the daily needs of practice there is perpetual delight in the perusal of our earliest records of the proceedings of the judges, and the Year Books which are now from time to time re-published are part of the history of the country." True, we may not all share the enthusiasm of old Serjeant MAYNARD who had "such a relish of the old Year Books that he carried one in his coach to divert him in travel, and said he chose it before any comedy," or, to take a more modern instance, the like enthusiasm of the clerk in the Central Office who, when called to take his place during the war in the ranks of the combatants, carried with him to the blood-stained fields of France his well-thumbed copy of the "Annual Practice" to cheer him in the intervals of duty, but we can all feel something of the charm even of a law library as well as its practical utility as we think of its well-stocked shelves which record for us the development of our national jurisprudence and provide us with the material for its expansion to meet the ever-changing needs of society. Even romance is not absent from great legal collections, as was admirably shown by Mr. ROLAND WILLIAMSON in his charming little volume on the "Law Library of the Capitol, Washington," wherein he discourses pleasantly on famous law books and their writers. Occasionally, but not very often, a member of the Bench acknowledges his indebtedness to some text writer for a clear presentation of the relevant law; among the few who have done this was the late Mr. Justice MCCARDIE, who was ever generous in his gratitude to writers of legal treatises. Not a few who in the past reached the Bench owed their elevation ultimately to the fact that they were the authors of epoch-making books in the law—judges like Lord Justice FRY, Lord Justice FARWELL and LORD WRENBURY.

Arrest and Search on Private Premises.

THE case of *Elias* v. *Pasmore* (*The Times*, 24th January), is one of considerable importance as to the powers of the police. Two of the plaintiffs were arrested on warrant, the

arrests taking place in private premises occupied as offices by all the plaintiffs. From such premises, on the arrests, the police took a number of documents, the property of the plaintiffs or some of them. In respect of these documents the plaintiffs sued the defendants, two police officers who carried out the arrests and seizure, Lord TRENCHARD, the Commissioner of the Metropolitan Police, and the Receiver for the Metropolitan Police District for damages for trespass and conversion and detinue of the goods. The plaintiffs claimed that the arrests did not justify search of the premises, and, still less, seizure of anything found there. The charge of causing disaffection amongst the police, for which certain of the plaintiffs were arrested, was not, of course, one which would authorise the issue of a search warrant. Some of the documents seized had been returned, others, which had been used in evidence against the plaintiffs on the charge against them, had been detained. The point of greatest public interest was the claim to search private premises where anyone might be arrested on warrant, and much, of course, was made of the possibility that the plaintiffs might have been arrested in Windsor Castle, the Law Courts, or the private house of any one in court. HORRIDGE, J., ruled that there was no right of search and detinue, but if in fact documents seized were evidence of any crime, whether of the one for which the arrest was made or another, the seizure was validated *ab initio*. The seizure of some of the documents could not be justified, and of these he ordered the return with a small sum for damages. The seizure of others was justified by the event. A number of authorities were cited, beginning with the venerable *Six Carpenters' Case* (1610), 8 Co. Rep. 146 a, for the plaintiffs, countered, as HORRIDGE, J., held, by *Harvey* v. *Pocock* (1843), 11 M. & W. 740, and *Canadian Pacific Wine Co.* v. *Tuley* [1921] 1 A.C. 417, which distinguished the old case from those in which both lawful and unlawful consequences were developed. The footnote to *Bessell* v. *Wilson* (1853), 20 L.T. (o.s.) 223, was quoted as to the right of personal search. This was really an " obiter " of Lord CAMPBELL'S, but its adoption by HORRIDGE, J., may raise it to authority. On the footnote it does not hitherto appear to have been formally followed, though it has probably been adopted in practice. *R.* v. *Frost* (1839), 9 C. & P. 129, was not dealt with, but it appears to have involved a similar point, the defendant being charged with treason and papers taken from his house, see p. 133. As to the right of search generally, see " The Englishman's Castle," 72 SOL. J. 37.

Workmen's Compensation Statistics.

INTERESTING statistics as to compensation under the Workmen's Compensation Acts and the Employers' Liability Act, 1880, in Great Britain during 1932 have recently become available in the Home Office publication Cmd. 4484. The total number of cases under the Workmen's Compensation Acts which were taken into court in Great Britain in 1932 was 6,100, as compared with 6,232 in 1931 and an average of 6,075 for the ten years 1922 to 1931, and, allowing for cases settled out of court or cases which were merely applications for dealing with allowances already granted, the total number of original claims for compensation finally settled with the cognisance of the courts was 2,606, the decision in 1,827 cases or 70.1 per cent. being in favour of the applicant. The exact percentage of claims subject to litigation cannot be given, but it is estimated that it is less than 2 per cent., the number of applications for arbitration in the mining industry being 1.13 per cent. of the number of cases compensated. The number of cases under the Workmen's Compensation Acts in Great Britain carried to the Court of Appeal was 103 in 1932, as compared with 83 in 1931 and an average of 28,980 for the ten years 1922 to 1931, inclusive, and there were also six appeals to the House of Lords. Only 19 cases under the Employers' Liability Act were taken into court in the whole of Great Britain, as compared with 11 in 1931 and 583 in 1907 when the Workmen's Compensation Acts came into full operation. Cases in which employers, while disputing liability under the Acts, agreed to compromise by the payment of a lump sum, and obtained acceptance of such agreements for registration, numbered 423 in 1932. In 707 cases the registrar refused to record such agreements, but subsequently recorded agreements for increased lump sums without reference to the judge, in 290 cases he referred the matter to the judge, and in 115 cases the memorandum was ordered to be recorded after an increase of the original lump sum. Under the Workmen's Compensation Act, 1931, 80 orders were made in respect of partially disabled men, as compared with 52 for the period from June to December, 1931, entitling the workman to compensation as for total incapacity. In 40 cases the orders were made in pursuance of the new provision in s. 1 (1) (i), which enlarged the scope of sub-s. (4) of s. 9 of the 1925 Act, in 38 cases the orders were made in pursuance of s. 1 (1) (ii), which reproduces the old provisions, while the remaining two orders were made in pursuance of both parts of the section. There were four schemes in force for compensation for silicosis in 1932 and the total number of cases in which compensation was paid under these schemes was 1,084 and the total amount paid was £93,777. Under the asbestosis scheme £229 was paid in one fatal case and £539 in 18 disablement cases in 1932, as compared with £36 in one disablement case in 1931. In the seven great industries during 1932 there were 2,011 fatal cases and 364,864 non-fatal cases accounting respectively for an expenditure of £575,303 and £5,053,475. An estimate is made that the total charge on all the industries under the Acts was more than £10,500,000 in 1932. The expenditure of life and health in modern industry is indeed grievous and there will be few nowadays who will support proposals for cutting down the liability of industry to support those who fall in its service.

Road Accidents.

NEW legislation seems to have been of little avail to stem the increasing tide of fatality and injury in road accidents. In 1933, according to statistics recently published by the Home Office, there were 191,829 recorded accidents in Great Britain resulting in death or personal injury, of which 6,924 were fatal, the corresponding figures for 1932 being 184,006, and 6,487 respectively. The increase in the total over 1932 was, therefore, 4.3 per cent., as compared with an increase of 1.6 per cent. in 1932 over 1931, and there was an increase of 6.7 per cent. in the number of fatal accidents, as compared with a small decrease in 1932. The numbers of persons killed and injured respectively in 1933 were 7,125 and 216,401, as against 6,667 and 206,450 in 1932. In England and Wales the total number of accidents resulting in death or injuries in 1933 was 175,785, as against 167,752 in the previous year, and 6,248 of these were fatal, as against 5,800 in 1932. In England only two districts policed by the county police show a decrease in both the number of persons killed and the number of persons injured. In Surrey the decrease is twenty in the number of persons killed and fifty-three in the number injured, and in Wiltshire there is a decrease of eleven killed and twenty-five injured. The increase in the number of accidents is particularly noticeable in the cities, and EVOE'S ironic comment in " Punch " that it will soon be quite safe for pedestrians in these congested areas to walk on top of the motor cars suggests a problem of real urgency. We had occasion to remark on the immediate necessity for a thorough investigation into the causes of the terrible holocaust of the roads when commenting on the inconclusive findings of the recent report of the Ministry of Transport on the principal causes and circumstances of accidents resulting in death during the first six months of 1933. (See 77 SOL. J. 857.) A further terrible aspect of the matter is that the majority of the persons killed, as was noted on that occasion, are either very old or very young. The problem is both serious and urgent and calls for drastic remedies.

Vicarious Responsibility for Wrongs of Independent Contractors.

Honeywill and Stein Ltd. v. *Larkin Brothers* (*London's Commercial Photographers*) *Ltd.* [1933] W.N. 240 is an interesting application of the rules relating to vicarious responsibility for the wrongs of an independent contractor.

The general rule, it will be remembered, is that a principal incurs no responsibility for the torts of an independent contractor, as distinguished from a servant: *Murray* v. *Currie* (1870), L.R. 6 C.P. 24, and *Reedie* v. *L. & N.W. Railway* (1849), 4 Ex. 244.

There are, however, a number of exceptions to the general rule, namely:—

(1) An employer of an independent contractor is liable on the principle *qui facit per alium facit per se* for any wrongful act of the independent contractor which is authorised by the employer, and such authority may be either precedent or by way of subsequent ratification.

(2) If the employer interferes and exercises immediate supervision over the work, he creates for the time being the relationship of master and servant, and so is responsible for the torts of the independent contractor.

This is well illustrated by *Burgess* v. *Gray* (1845), 1 C.B. 578, where an independent contractor, employed to construct a drain to some newly built houses, negligently left a heap of stones in the road. A policeman called the employer's attention to the fact and he thereupon employed a man to remove the stones. The man failed to remove them all and the plaintiff was thrown from his carriage and injured when driving past at night. It was held that the employer was liable to the plaintiff, as by his intervention he had created the relationship of master and servant.

(3) Where the work for which the contractor is engaged is itself unlawful, the employer is responsible for the contractor's torts.

An authority for this is *Ellis* v. *Sheffield Gas Co.* (1853), 2 E. & B. 767, where the defendants employed an independent contractor to do certain work, which involved the opening of trenches in the streets of Sheffield. The defendants had obtained no authority to make the trenches, and it was therefore an unlawful act. The contractor negligently left a heap of stones in the road, with the result that the plaintiff fell over them and was injured, and the defendants were held liable to the plaintiff in damages.

(4) A further exception to the general rule would appear to exist in cases where an independent contractor is negligent in doing what his employer is under a statutory duty to do properly.

In *Hardaker* v. *The Idle District Council* [1896] 1 Q.B. 335 the defendant council had to construct a sewer, and they employed a contractor for the purpose. The contractor was negligent and broke a gas main, with the result that gas escaped, an explosion took place, and the plaintiff's property was damaged. It was held by the Court of Appeal that the council were under a duty to the public so to construct the sewer as not to injure the gas main, and they could not escape liability by delegating the performance of that duty to a contractor. They were therefore liable to the plaintiff.(*)

(5) The exact extent of the fifth exception to the general rule, with which *Honeywill and Stein Ltd.* v. *Larkin Bros.*, *supra*, is concerned, is somewhat difficult to define, but it may perhaps be stated in general terms that where an independent contractor is employed to do an act which is of such a nature as to be dangerous to the person or property of another unless special precautions are taken, the employer is responsible for any failure on the part of the contractor to take such precautions.(†)

An early authority for this proposition is the case of *Bower* v. *Peate* (1876), 1 Q.B.D. 321, where the defendant employed an independent contractor to pull down a house and build a new one. The contractor undertook the risk of supporting the adjoining house during the operations, but his measures were insufficient and damage was caused. It was held that the defendant was liable, as the operations were intrinsically dangerous.

Other cases to the same effect are *Pickard* v. *Smith* (1861), 10 C.B. (N.S.) 470 (open trap door of coal-cellar left unguarded); *Tarry* v. *Ashton* (1876), 1 Q.B.D. 314 (large lamp overhanging pavement allowed to fall into disrepair); *Perry* v. *Wimbledon Urban Council* [1899] 2 Q.B. 72 (heap of earth left unfenced and unlighted upon highway); *Holliday* v. *National Telephone Co.* [1899] 2 Q.B. 392 (explosion caused by benzoline lamp being dipped in cauldron of molten solder by servant of contractor employed to lay wires under public street); and *Black* v. *Christchurch Finance Co.* [1894] A.C. 48, where a contractor, who was employed by the defendants to clear certain land by cutting and burning the scrub, and was told that burning must not take place during February and March, nevertheless burnt some scrub in February and was unable to prevent the spread of the fire on to the plaintiff's land, and the defendants were held responsible.

A recent case in which this exception was mentioned is *Brooke* v. *Bool* [1928] 2 K.B. 578, where Mr. Justice Talbot in the course of his judgment said: "The principle is that if a man does work on or near another's property which involves danger to that property unless proper care is taken, he is liable to the owners of the property for damage resulting to it from the failure to take proper care, and is equally liable if, instead of doing the work himself, he procures another, whether agent, servant or otherwise, to do it for him."

In this state of the authorities *Honeywill and Stein, Ltd.* v. *Larkin Brothers* (*London's Commercial Photographers*), *Ltd.*, *supra*, came before the Court of Appeal a few weeks ago. In that case the plaintiffs, who were specialists in acoustic work, had installed a sound reproduction apparatus in a cinematograph theatre owned by a cinema company. After the installation, the plaintiffs wanted, for their own business purposes, to have photographs taken of the auditorium of the theatre, and, after having obtained the permission of the cinema company to send a photographer, they employed the defendants to attend at the theatre and take photographs.

The defendants went to the theatre and at first took a photograph without flashlight, but this was not satisfactory, and they therefore went to the theatre again to take photographs with flashlight. The operator took a photograph by placing the camera on the stage, in the space between the footlights and the curtain, and ignited the magnesium powder for the flashlight at a distance of not more than four feet from the curtain. The curtain caught fire from the ignited magnesium and considerable damage was caused.

According to the defendant's evidence, the use of flashlight was the normal way of photographing interiors, and was employed in photographing large interiors in the majority of cases, but it was inevitably attended with danger, as it involved the ignition of a certain amount of magnesium powder in a metal tray or holder held above the lens. That powder, on being ignited, flared up and developed an intense heat, and hence was dangerous if brought into close proximity with fabrics or other inflammable material, so that not only must precautions be taken against draughts, but there must be no inflammable material too close when the flash was fired.

The cinema company threatened the plaintiffs with an action to recover the cost of repairing the damage, and the plaintiffs, acting under advice, paid the amount claimed.

The plaintiffs then sought to recover the amount from the defendants, who contended that the payment was purely voluntary, as the plaintiffs would have had a defence to any claim brought against them by the cinema company based

(*) See also *Hole* v. *Sittingbourne Railway Co.* (1861), 6 H. & N. 488. The judgment of Lindley, L.J., in *Hardaker* v. *Idle District Council*, *supra*, is particularly interesting by reason of its full review of the earlier cases and a consideration of the so-called "casual" or "collateral" negligence of independent contractors.

(†) This exception has been the subject of much discussion from time to time. Sir John Salmond, in the earlier editions of his "Law of Torts," suggested that it was unsound, but the present learned editor of that work appears to support it (7th ed., p. 138).

on the ground that the damage was caused by the negligence of the defendants. They (the defendants) were, they said, independent contractors, and not servants or agents of the plaintiffs, so that the plaintiffs were not responsible for the defendants' acts or defaults.

Mr. Justice Bennett held that the operator was negligent in igniting the magnesium powder so near to the curtain, but that the work to be done by the defendants for the plaintiffs was not necessarily attended with risk, and he therefore gave judgment for the defendants.

The Court of Appeal (Lord Hewart, C.J., Lord Wright and Slesser, L.J.) reversed this judgment and held that, as the taking of photographs in the theatre was, on the evidence, " a dangerous operation in its intrinsic nature," involving the creation of fire and explosion on another person's premises, the plaintiffs were responsible for the defendants' negligence. The plaintiffs were accordingly liable in law to the cinema company for the damage actually caused, and were entitled to recover from the defendants damages for their breach of contract or negligence in performing their contract to take the photographs.

Lord Justice Slesser, in delivering the judgment of the court, referred to *Hole* v. *Sittingbourne Railway Co.*, *Pickard* v. *Smith* and *Tarry* v. *Ashton*, *supra*, and to the remarks of Talbot, J., in *Brooke* v. *Bool*, *supra*, but was careful to refrain from laying down any general proposition of law which might be said to be a definition of the circumstances under which an employer is responsible for the wrongs of an independent contractor employed by him.

" It is clear," he said, " that the ultimate employer is not responsible for the acts of an independent contractor merely because what was to be done would involve danger to others if negligently done. The incidence of that liability is limited to certain defined classes, and for the purpose of this case it is only necessary to consider that part of the rule of liability which has reference to extra hazardous acts, that is, acts which in their very nature involve in the eyes of the law special danger to others. Of such acts, the causing of fire and explosion are obvious and established instances."

The case is, however, an authoritative recognition by the Court of Appeal that where an independent contractor is employed to do an act which is such a " dangerous operation in its intrinsic nature " as to involve danger to the person or property of another, the employer will be vicariously responsible for the contractor's negligence.

Refusal to Plead.

[Contributed.]

The unusual case which occurred at Middlesex Sessions when Sir Montagu Sharpe, K.C., failed to persuade a prisoner to open his lips and ultimately had to deal with him as a recalcitrant person who was " mute of malice," referred to under " Current Topics " (78 Sol. J. 38), takes us back to the period of administration of criminal law in this country which came to an end less than two centuries ago, and the close of which marked the establishment of the modern system of criminal juries which has obtained ever since.

When the ancient methods of compurgation and ordeal had gone it seems to have been regarded as a hardship to try a man by a jury without his consent. Consequently, if a man refused to plead, measures were taken to make him do so. He was put in irons in solitary confinement and was fed with bread of affliction and water of affliction until he either agreed to plead or died. This was improved upon later by the process known as *peine forte et dure*. The accused was stretched naked on his back and heavy iron weights were placed upon him to the extent of his endurance. In 1658 one Strangeways, who refused to plead, was so placed under a wooden frame with weights and was pressed to death in ten minutes with the assistance of several persons who obligingly stood upon the frame as well. In 1726 a man named Burnwater, accused of murder at Kingston Assizes, refused to plead and was pressed for nearly two hours with 4 cwts. of iron, after which he pleaded " not guilty," was put upon trial and being found guilty was hanged. The last recorded instance of the use of this method of compulsion was in 1741 when a man was pressed to death for refusing to plead. The explanation of such refusal appears to be that a conviction meant forfeiture of property: so that if a man were pressed to death for refusing to plead, as he had not been convicted his property remained for his heir.

A milder method of bringing pressure to bear to compel prisoners to plead, according to " Stephen," was being practised at the Old Bailey as late as 1734. It consisted in tying the thumbs with whipcord—a variation, as it would seem, of the thumb-screw methods of earlier times.

But about the middle of the eighteenth century the administration of criminal law became more dignified and more merciful. The condition of a prisoner prior to the Revolution which cost James II his throne was pitiable indeed. He was not allowed the assistance of counsel: he was kept in close confinement with no means of preparing any defence: he had no notice of the evidence to be given against him: he could not cross-examine witnesses, even if they were present: and he was not allowed to call witnesses on his own behalf. Gradually this was changed and by the middle of the eighteenth century we find that prisoners charged with felony might have the assistance of counsel in every respect except that counsel might not address the jury on their behalf—that and the right to give evidence on their own behalf came at a much later period. But, although for a long time the scales of justice were heavily weighted against the accused, and punishment remained brutal and shocking, individual judges were merciful and many of the terrible sentences passed were never carried out. Moreover, the fullest advantage could be, and was, taken of every trifling technicality and many a guilty rogue escaped punishment by reason of some trifling verbal defect in an indictment.

Among the great judges of those days of severity there are several to whom England owes much in the way of example as well as precept, which hastened the coming of more humanity in criminal administration. Outstanding among these was Sir John Holt, Chief Justice of the King's Bench. Like his great predecessor, Sir Matthew Hale, Holt was noted for his scrupulous fairness to accused persons. He discontinued the brutal practice of having prisoners brought into court in irons. In cases where the law did not permit them to have the assistance of counsel, Holt aided them personally, refusing to admit evidence merely tending to blacken character and in similar ways helping to secure a fair trial. It is said that in one respect he was the very opposite of Hale, who had one curious weakness. Hale was as credulous as a child in regard to witchcraft, which he always visited with severe punishment. Holt, on the contrary, was just as sceptical, and no single case of witchcraft that came before him ended in a conviction. Indeed, as his experience grew, he began to treat prosecutors in witchcraft cases as common imposters, with the result that the number of such charges was greatly reduced. But it was not until 1736 that witchcraft ceased to be a felony—twenty-six years after Holt's death.

Mr. Charles Ronald Graham, solicitor, of Elm Park-road, Chelsea, S.W., and of New-square, Lincoln's Inn, W.C., left estate of the gross value of £63,078, with net personalty £58,580. He left £250 to the Marine Society; £50 each to Annie Lewis, old nurse; his chauffeur, Fletcher Adams, and George Nash, clerk; £50 to Edith Adams, if still in his service; £25 each to Miss Leadbeater, typist; Ellen Fall; and his yacht captain, Archibald W. Arnold.

Company Law and Practice.

A Director Vacating his Office.

PROVISION is made in most sets of articles for directors retiring by rotation. It will be remembered that cl. 73 of the present Table A provides that at the first ordinary general meeting of the company the whole of the directors shall retire from office, and that at the ordinary general meeting in every subsequent year one-third of the directors, or the number nearest one-third, shall retire. There is usually a provision ensuring the retirement of some proportion of the total number each year. The object of an article in the form of cl. 73 is to give shareholders the right, within a reasonable time after the incorporation of the company, to elect their own directors. If the first directors were the signatories to the memorandum, and there was no such article as cl. 73, the company might be in the hands of temporary directors for some little time.

It will be observed that the retirement takes place automatically under the provisions of the clause at the first ordinary general meeting. Section 112 of the Act makes it necessary for a general meeting to be held at least once in every calendar year. A statutory meeting of a company recently incorporated, if held within the calendar year, will satisfy s. 112, but it is not an "ordinary" meeting. It has been held that if, with an article in the form of cl. 73 of Table A, no ordinary meeting of the company is held within any calendar year, then those of the directors who would have retired had a meeting been held, automatically retire from office on the 31st December of that year—see *Consolidated Nickel Mines* [1914] 1 Ch. 883. So in the year of incorporation, if no ordinary general meeting is held, all the directors would retire at the end of the year. But by the provisions of cl. 73 of Table A a retiring director who has not been re-elected at the meeting, and whose vacated office has not been filled up, shall be deemed to have been re-elected, unless at the meeting it was resolved that his office should not be filled up. This article does not, however, affect the position where no meeting has been held at all in breach of the articles and the statutory provisions, so does not mean that if no meeting is held the directors are automatically re-elected to office.

The provisions requiring the directors to vacate their office if they become bankrupt or insolvent, or are found lunatic or of unsound mind, which are contained in cl. 72 of Table A, are found in most articles. The provision that a director is to be disqualified by bankruptcy from holding office does not mean that a person who is bankrupt at the time of his appointment may not hold office. It was so held in *Dawson* v. *African Consolidated Co.* [1898] 1 Ch. 6, but s. 142 now makes it a criminal offence punishable with two years' imprisonment for any person being an undischarged bankrupt to act as director of, or either directly or indirectly to take part in the management of, any company. Such a person may so act, however, with the leave of the court by which he was adjudged bankrupt. Notice of intention to apply for leave must be served upon the Official Receiver, and if he is of the opinion that it is against the public interest for leave to be granted, it is his duty to attend and to oppose the application, sub-s. (2).

The meaning of the words "becomes insolvent" in such an article has been frequently discussed. Since the decision of the Court of Appeal in *London & Counties Assets Company* v. *Brighton Grand Concert Hall* [1915] 2 K.B. 493, it is clear that to be "insolvent" within the meaning of the words it is not necessary that there should be a definite act of insolvency upon a definite day, from which it could be said that the insolvency dated. But if there are various facts and admissions which show that a director cannot meet his liabilities in full, then they may together constitute evidence upon which the court may conclude that he was insolvent in fact. It will be remembered that Maugham, J., in the recent case of *Re Patrick and Lyon* [1933] 1 Ch. 791, to which I have lately referred, decided that a company was not "solvent" within the meaning of s. 266 of the Act, unless it could pay its debts as they became due.

A director is also usually disqualified from holding office if he accepts, without the consent of the company in general meeting, any office of profit under the company except that of managing director or manager. It is usual in the case of private companies to give directors express leave to hold any such office. In *Astley* v. *New Tivoli Co.* [1899] 1 Ch. 151, a director was appointed a trustee of the trust deed securing debentures of the company. He was nominated by the company and was paid a salary, and he was in consequence held to be holding an office of profit under the company, and to have been disqualified from acting as a director. We should notice, in passing, that the vacation of office by disqualification for any of these reasons is automatic. That is to say, the director vacates office on the happening of the event or upon the act being done. The Board have no power to waive the event, or to condone the act or offence which causes the vacation of the office: see *Re Bodega Co.* [1909] 1 Ch. 276.

Clause 72 of Table A also contains the provision that a director shall vacate office if he becomes prohibited from being a director by reason of any order made under ss. 217 or 275 of the Act. We have frequently considered the provisions of these two sections, both of which are new. The sections deal with fraud by directors which is discovered upon the winding-up of the Company—s. 217, making it a criminal offence for a person, who in the opinion of the Official Receiver, has committed a fraud in relation to the company, to take part in the management of any company for a period of five years from the date of the Official Receiver's report. Section 275 we discussed at length in November of last year in connection with the case of *Re Patrick and Lyon*, *supra*—we may remind ourselves that Maugham, J., decided that the words "defraud" and "fraudulent purpose," in the section, mean "real dishonesty involving, according to current notions of fair trading among commercial men at the present day, real moral blame." A director who is declared guilty of dishonest trading under this section may be prohibited under the provisions of sub-s. (4) from acting as director, or being in any way concerned in the management, of any company for a period of five years from the date of the declaration. If he contravenes the terms of the declaration he is liable to imprisonment upon conviction on indictment for two years.

In some articles one finds express provisions allowing a director to resign his office voluntarily by notice to the company. There is no such provision in Table A, but it is often a useful article to have available, although it is suggested that even if such a provision is not present, a director may effectually resign. In this connection the case of *Glossop* v. *Glossop* [1907] 2 Ch. 370, is interesting. The articles of the company in that case provided that the office of a director should be vacated if he resigned his office by notice in writing, provided that the vacation of office should not take effect unless the directors passed a resolution that his office had been vacated, such resolution to be passed within six months from the notice. A managing director (by the articles in the same position with regard to resignation as an ordinary director) wrote to the company resigning his office, but, before the next meeting of the board, he wrote again withdrawing his resignation. At the next board meeting a resolution was passed declaring that his office was vacated. Neville, J., held that the managing director could not withdraw his resignation without the consent of the Company; that by his letter of resignation he had vacated his office, and that the resolution of the board declaring the office vacated was effective and valid. Again, in the recent case of *Latchford Cinema Co.* v. *Ennion* [1931] 2 Ch. 409, the company's articles provided for directors resigning office by notice in writing to the company upon which event their offices were, *ipso facto*, vacated. Two of the directors tendered their resignations orally at the annual

general meeting of the company, and their resignations were accepted by the meeting. The resignations were held to be valid upon the footing that the parties to the contract of service, i.e., the two directors and the company, had mutually agreed to put an end to the contract at the general meeting.

[*To be continued.*]

A Conveyancer's Diary.

Renewal of Leases.

"Here's a how d'ye do"! I am told that I am altogether wrong in what I said in my diary of last week. At least not perhaps that, but certainly wrong in one respect, which is bad enough. The worst of it is that I am bound to admit that my critic is *primâ facie* right, albeit I am in good company in error, as the only books of authority which I have been able to consult, and which specifically deal with the point, adopt the view which I ventured to express. If I and they be wrong, then the draughtsman responsible for s. 149 of the L.P.A., 1925, has gone badly astray and provided us with yet another example of inept draughtsmanship. I say that advisedly, for there can be no doubt about what was intended.

I must, in order to bring the point home, repeat s. 194 (3) of the L.P.A. :—

> "A term at a rent or granted in consideration of a fine, limited after the commencement of this Act, to take effect more than twenty-one years from the date of the instrument purporting to create it, shall be void, and any contract made after such commencement to create such a term shall likewise be void . . ."

The point made (and very forcibly made, I think) is that the subsection prohibits the granting of a lease for a term commencing more than twenty-one years from *the date of the lease*, and a contract to create *such a term* is also void. Now, it is said, *such a term* means a term to commence more than twenty-one years from *the date of the lease*, not (it will be observed) from the date of the contract. Consequently a lease granted to-day to commence thirty years hence is void, but a contract to grant a lease thirty years hence for a term to commence in fifty years hence is good. That seems (and indeed is) absurd, but according to the strict wording of the sub-section it appears to be right. I can think of no answer to it. Of course it is perfectly ridiculous, especially in view of the fact that a contract for a lease (once possession is taken under it) is to all intents and purposes as good as a lease, and is, in effect, a lease.

I should be very glad if some of my readers who have been so good to me in the past would write to me and tell me what they think about this. I confess to being entirely mystified unless the suggestion which I have indicated is right and even then I do not know what the sub-section is aimed at, or at any rate, achieves.

Restrictive Covenants by a Lessor.

I am indebted to Mr. Walford for a letter which is published in another column. I think that Mr. Walford does me less than justice in suggesting that I committed myself so far as to say that the expression "a lessor and a lessee" as used in the L.C.A., 1925, s. 10 (1) class D (ii) could be construed as meaning any lessor or any lessee. It would, of course, be absurd to say that because a man was a lessor of land in Yorkshire and another was a lessee of land in Middlesex, and they happened to enter into mutual covenants regarding land in Warwickshire, that the covenants so entered into were between a "lessor and lessee."

I did not make any such suggestion. In fact, if Mr. Walford will look at my articles, he will find that I based them upon an example which I gave in my diary for the 16th December and repeated in that for 13th January. It was this: "Suppose a lease of a shop or land upon which a shop is to be built contains a covenant by the lessee not to carry on any but a specified trade, and the lessor covenants that adjoining land belonging to him shall not be used for carrying on any competitive trade." I said that I thought that such a covenant entered into by a lessor was a covenant between a "lessor and lessee" within the meaning of the sub-section, Class D (ii). I adhere to that opinion—and since Mr. Walford has been so good as to challenge me (which I take it he has) I put it to him that where a lessor enters into a covenant or agreement with his lessee for the benefit of the land demised, and as part of the terms upon which the lessee accepts the demise, that is "a covenant or agreement between a lessor and lessee," and I suggest to him that it does not matter whether the "covenant or agreement" is entered into in the lease itself or in some contemporaneous document.

It may be, of course, that the registrar, acting in a ministerial capacity, will accept such a covenant for registration, but that does not make it a covenant "under the provisions of the L.C.A., 1925," within the meaning of s. 198 (1) of the L.P.A., 1925, and so "constitute actual notice" under that sub-section.

That leads me to the old question which has not yet been decided, namely, the effect of s. 13 (2) of the L.C.A., 1925, read with s. 97 of the L.P.A., 1925. I do not wish to revive the controversy on that subject, but I may take this opportunity of observing that, so far, there has been no judicial decision which conflicts with the opinion which I have expressed. I only mention this because it has been suggested to me that I have misread s. 13 (2) of the L.C.A., but I do not think that I have.

If an estate owner creates a puisne mortgage in favour of A, who does not register it, and afterwards creates a puisne mortgage in favour of B, then A's mortgage is void as against B, whether B registers his mortgage or not (that seems to be the effect of s. 13 (2) of the L.C.A., 1925). But if afterwards A should register his mortgage before B registers his, A will have priority by virtue of s. 97 of the L.P.A., 1925. I still find it impossible to reconcile these enactments.

Section 13 (2) of the L.C.A., 1925, provides that :—

> "A land charge of Class B, Class C or Class D, created or arising after the commencement of this Act shall . . . be void as against a purchaser of the land charged therewith, or of any interest in such land, unless the land charge is registered in the appropriate register before the completion of the purchase."

Now, a "purchaser" includes a mortgagee, and so, in the case which I have put, A's mortgage is void against B if A should not register until after the mortgage to B.

Turning to s. 97 of the L.P.A., 1925, it will be found that :—

> "Every mortgage affecting a legal estate in land made after the commencement of this Act, whether legal or equitable (not being a mortgage protected by the deposit of documents relating to the legal estate affected), shall rank according to its date of registration as a land charge pursuant to the Land Charges Act, 1925."

From that it would appear, still keeping to the example which I have given, that if A should register his mortgage before B registers his, then A will obtain priority over B, although under s. 13 (2) of the L.C.A., 1925, A's mortgage is void as against B, even though B never registers at all.

That, of course, is an absurd position, but I have not yet been able to find any satisfactory explanation of it. Perhaps Mr. Walford can help me.

There is an explanation which puts a somewhat far-fetched construction upon the two enactments to which I have referred, and one which I cannot accept. However, I venture to leave it to my readers to suggest some way out of the obvious difficulty arising in an attempt to reconcile the one with the other in such circumstances as those which I have supposed.

Landlord and Tenant Notebook.

Quiet Enjoyment and Title Paramount.

If there is one question on which a solicitor ought to be able to, but is not able to, give a confident opinion, it is that of the position of an under-tenant, holding under an informal agreement, whose enjoyment of possession is disturbed or threatened by the superior landlord under claim of right. I say "ought to be able to" because one would expect that a point like this, which must have been known to arise in feudal times, would have been settled by the twentieth century; I say "is not able to" because the conflict of judicial opinion which has manifested itself in that century is such that only those who advocate codification can derive pleasure from its investigation. Every time the question itself or some kindred question is raised, the court is at pains to point out that the judges who dealt with it before were merely uttering *obiter dicta*, or applying other people's *obiter dicta* as if they had been judgments, or had misunderstood ancient authorities such as Sheppard's "Touchstone," or misconceived the underlying principles on which some other decision was based.

By "holding under an informal agreement" I mean an agreement containing neither an express covenant for quiet enjoyment nor using the word "demise" or "grant" among the operative words. An express covenant, of course, speaks for itself; and it seems tolerably well settled that, if there be no express covenant, but the mesne landlord "demises," he is liable for the acts of those claiming under title paramount as well as for those of persons lawfully claiming by, through or under him. The question whether if he "lets"—i.e., uses a word which, as both sides have agreed, means the same—he implies as much was touched upon in four cases in a short period of about thirteen years.

The ball was set rolling by *Baynes & Co.* v. *Lloyd & Sons*, [1895] 2 Q.B. 610, C.A. The defendants had let premises to the plaintiff, by an agreement not containing the word "demise" or "grant" or any express covenant for quiet enjoyment, for a term of ten and a half years. They had not appreciated at the time that their own interest would expire at the end of eight and a half years. When it did, the plaintiff was evicted, and brought these proceedings. The only judgment delivered in the Court of Appeal was that of Kay, L.J. (his brethren concurring), who pointed out that there were four possible points: was any covenant implied; if so, was it for quiet enjoyment or title; did it extend to the acts of persons claiming under title paramount; did it cease to operate with the termination of defendants' interest. On the first three points the court said there was much conflict of authority; as regards the second, the weight of authority was against implying an absolute covenant when the word used was "let"; but in any event, there could be no doubt that a tenant had no claim against his landlord if the latter's interest terminated before the expiration of the former's term.

It seems fair to say that the ground of the decision was not that "let" implied less than "demise"; but the *dicta* as to weight occasioned some surprise to those who thought that this controversy had been settled once or for all by the judgment of Parke, B., in *Hart* v. *Windsor* (1843), 12 M.W. 68 (which had since been approved in *Mostyn* v. *West Mostyn Coal & Iron Co.* (1876), 1 C.P.D. 145, at p. 152). In that case the learned baron appealed to common sense as much as to authority when he ridiculed in an *obiter dictum* the idea that of two synonyms one should "imply" more than the other; but he did cite a passage from Sheppard's "Touchstone," and it is, unfortunately, also fair to say that his interpretation of this passage is open to criticism.

The matter thus being reopened, it was not long before an occasion arose for further *dicta*. In *Budd-Scott* v. *Daniell* [1902] 2 K.B. 351, an action for the rent of a house let furnished for a year, the defendant counter-claimed for damages for breach of implied covenant for quiet enjoyment on the ground that he had had to leave the house for a couple of weeks while it was being painted. The plaintiff was bound, by virtue of a private Act of Parliament, to paint in that particular year—if she had not, certain Commissioners would have had the work done—but had forgotten this obligation when letting the house. Whatever the statute said, this was not a case of disturbance by a superior landlord; but it was argued for the plaintiff that, in the absence of the word "demise," there was no implied covenant at all, and this brought *Baynes & Co.* v. *Lloyd & Sons* into discussion. For the court (a Divisional Court), while holding that there was at least a limited covenant implied—i.e., extending to the acts of the Commissioners and of the landlord himself—commented on the judgment in *Baynes & Co.* v. *Lloyd & Sons*, and Lord Alverstone, L.C.J., said that he would not have come to the same conclusion as Kay, L.J.

But then came *Jones* v. *Lavington* [1903] 1 K.B. 253, C.A., the only modern authority dealing directly with the question of interference by a superior landlord. The plaintiff had taken premises on a three years' agreement and used them as business premises till restrained by the superior landlord by virtue of a covenant against trade or business. The agreement used the word "let" only, so, as Collins, M.R., put it, the question was whether out of its terms could be implied not merely a limited contract covering the acts of the lessor and persons claiming under him, but an unrestricted contract as to all acts done by all persons whatsoever. (This, of course, so divorced from its context, puts it too high: the implied covenant never helps a tenant who has a remedy direct against the offender.) *Baynes & Co.* v. *Lloyd & Sons* was mentioned, with approval, and the Court of Appeal gave judgment in favour of the defendant; but whether *post hoc*, *propter hoc* describes the situation was gone into in the most recent case in which the matter was raised, namely, *Markham* v. *Paget* [1908] 1 Ch. 697.

In this case there was again no question of acts of a superior landlord, for what the plaintiff complained of was subsidence caused by lessees of a mine who held under a lease granted by the defendant, his landlord; the mine was, indeed, literally under his own premises, a dwelling-house, which he occupied at the time under a yearly agreement. But Swinfen Eady, J., took the opportunity of reviewing the authorities from *Hart* v. *Windsor* onwards, and he came to the conclusion that *Baynes & Co.* v. *Lloyd & Sons* was not decided on the ground that the implied covenant was limited in scope, but on the ground that it was limited in duration. He also thought it had been so treated in the judgments in *Budd-Scott* v. *Daniell*. But, as he said, since the Court of Appeal had held, in *Jones* v. *Lavington*, that the implied covenant was so limited, the High Court would, if the point were in issue before it, be bound by that decision, even if it considered, as he did, that it was based on a faulty interpretation of *Baynes & Co.* v. *Lloyd & Sons*.

Such, then, is the present position. An under-tenant armed with an instrument containing the magic word "demise" can *prima facie*, but an under-tenant to whom premises are said to be "let" cannot, sue his landlord if a superior landlord lawfully interferes with enjoyment during his landlord's actual term. It is regrettable that the rights of any individual should depend upon the presence or absence of the sort of word the B.B.C. asks Mr. G. B. Shaw how to pronounce. But that is not all. The Court of Appeal which decided *Jones* v. *Lavington* was, unlike those which heard the other cases I have discussed, singularly reluctant to examine more law than was necessary for the purposes of deciding the issue. So its members deliberately refrained from expressing any opinion on the correctness or the applicability of *Patman* v. *Harland* (1881), 17 Ch. D. 353, which was cited on behalf of the defendant as an authority that a sub-tenant has notice of the terms of the head lease. And while Parliament may be said to have missed

two opportunities of elucidating the position as to quiet enjoyment, namely, when passing L.P.A., 1925, and L.T.A., 1927, it did, on the former of those occasions—s. 44 (5)—enact law which, according to some, does, and according to others, does not, dispose of *Patman* v. *Harland*. Conflicting views have been advanced by several writers on this matter; and what is long overdue is a decision of the House of Lords, or a new and clearly phrased statute, settling both points.

Our County Court Letter.

SECTION 27 OF THE PUBLIC HEALTH ACT AMENDMENT ACT, 1907.

THE scope of the powers given to a local authority by the above section in connection with the pulling down and removal of a temporary building was considered at Consett County Court recently in *Harrison* v. *Stanley U.D.C.*, in which plaintiff claimed £12 10s. the value of a caravan on wheels which had been burned down by defendant council after notices to have same removed under the section had been served upon plaintiff.

Defendant Council counter-claimed under sub-s. (4) of the above section for £2 2s., the expense incurred by them in and about the pulling down and removal of the caravan.

On behalf of plaintiff it was admitted that notices had been duly served and that defendant council were entitled to remove the caravan, but it was claimed that by burning the van they had exceeded the power given them by the Act. It was contended that the wording of the section had to be construed in the most reasonable manner on the principle that where there are two constructions of an Act of Parliament, the one of which will do unnecessary injustice and the other of which will avoid that injustice and will keep exactly within the purpose for which the statute was passed, it is the duty of the court to adopt the second of these constructions (*Hill* v. *East & West Indies Dock Company*, L.J. 53, Ch. 845), and accordingly defendant council were not entitled to demolish or burn if it were possible to do something else which would enable plaintiff's property to be preserved.

It was also contended on behalf of plaintiff that the wording of sub-s. (5) of the above section (which provides that where any temporary building is pulled down or removed by the local authority under the section they may sell the materials and shall apply the proceeds towards payment of the costs incurred in pulling down or removing, and shall pay the balance to the owner of the building) confirmed that the powers given by the section were limited. Plaintiff adduced evidence that it was possible to have had the caravan towed on to the highway.

Defendant Council's case was that they were entitled to pull down or remove. They contended to pull down meant to demolish and they were entitled to pull down or demolish, notwithstanding the possibility of removing the building which was an alternative method provided by the section.

If on pulling down or demolishing they cared to do so, they could sell the smashed component parts to help to pay the expenses, and accordingly, even if defendant council were in the wrong in burning down the van the utmost damages which could be claimed were the difference between the value of the component parts of the caravan lying smashed on the ground and the same parts destroyed by fire.

Defendant Council brought evidence that in point of fact an attempt had been made to remove the caravan on to the highway by towing it and, when this failed, a move had been made to knock it down, but on doing so it was discovered the van was swarming with vermin, and it was then burned down as being the only reasonable method of disposing of it.

His Honour Judge Thesiger, in his summing up, stated he agreed with plaintiff's contention that a local authority was not entitled to burn or demolish a man's property under the section if it were possible to do something else which would preserve it, and he did not agree that to pull down in this section meant to demolish.

He stated he was satisfied, however, that every effort had been made to remove the van and he accepted the evidence as to its verminous condition, and in such circumstances deemed it improper, unsafe and undesirable to attempt to pull it down and he agreed that what defendant council had done was reasonable.

He was satisfied the amount of the counter-claim was reasonable and gave judgment for defendant council on the claim, and awarded them £2 2s. on the counter-claim, with costs.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Solicitors Act, 1932, s. 46.

Sir,—With reference to the letter under the above heading from Mr. Charles L. Nordon appearing in your issue of the 20th inst., I venture to suggest that it is not necessary for the Solicitor to the Board of Trade to be a solicitor holding a practising certificate. Section 77 of the Solicitors Act, 1932, provides that: "Nothing in this Act shall prejudice or affect any rights or privileges of the Solicitor to the Treasury or to any other public department . . . or require any such officer as aforesaid . . . to be admitted or enrolled or to hold a practising certificate in any case where it would not have been necessary for him to be admitted or enrolled or to hold such a certificate if this Act had not been passed." The Solicitors Act, 1874 (repealed by the Solicitors Act, 1932, s. 82 and Fourth Schedule) the twelfth section of which is in part re-enacted by the section quoted by Mr. Nordon, provides (s. 12) that "for the purposes of this section, a person shall be deemed to be duly qualified to act as . . . solicitor, if he shall . . . have been appointed to be Solicitor of the Treasury, Customs, Inland Revenue, Post Office, or any other branch of Her Majesty's Revenues, or of any public department . . . " As the Solicitor to the Board of Trade was not before the Solicitors Act, 1932, required to be a solicitor having a current certificate, he still need not be such a person.

Swanage. JOHN P. H. COOKSON.

22nd January.

Restrictive Covenants by a Lessor.

Sir,—With reference to your issue of the 13th January, I have read with some surprise the observation of your contributor on p. 25. He contends that a covenant by a landlord restrictive of the user of adjoining premises is a covenant or agreement made between a lessor and lessee within the meaning of s. 10 of the Land Charges Act. Surely the relationship of lessor and lessee means nothing except with regard to some particular piece of land. In other words, it is necessary first to find the land before we find the lessor and lessee. Once we limit the discussion to a particular parcel of land it becomes clear that the only possible interpretation of the clause in question is on the basis that when the "lessor" and "lessee" are referred to they are intended to be the lessor and lessee respectively of the land subsequently referred to. Without adding any words, the clause in question may be reconstructed as follows:—

> "A covenant or agreement restrictive of the user of land entered into after the commencement of this Act (not being a covenant or agreement made between a lessor and lessee)."

The words "lessor and lessee" must clearly refer to the land which is restricted and the relationship of the lessor must

clearly exist in respect of that particular land. A very little imagination is necessary to produce examples which would show how impossible is the construction which your contributor seems to place upon the words under discussion. Thus, A owns land in Yorkshire and demises it to X. A is therefore a "lessor." B owns land in London and demises it to Y. Y is therefore a "lessee." A sells freehold land in Brixton to Y and restricts his adjoining land in Brixton against user in a certain manner. The covenant is made between "lessor and lessee," and cannot therefore be registered, if your contributor's interpretation is correct. I cannot think that this can be the case.

I should be interested to hear what other practitioners think.

I can say definitely that the Land Charges Department accept the registration of covenants by a landlord restricting the user of adjoining property, upon the grant of a lease.

Norfolk-street, W.C.2. E. O. WALFORD.
16th January.

Sir,—In my previous letter I purposely took an "extreme" case. I am aware that in the case which was considered by your contributor in the "Conveyancer's Diary" the relationship of lessor and lessee existed in respect of certain premises. It may not have emerged clearly from my previous letter that the point which I make is that in considering whether a land charge may be registered in respect of any given piece of land, it is essential to determine whether the relationship of lessor and lessee subsists in respect of *that* piece of land, and that it is quite irrelevant that the same parties may have made a bargain as to the user of other land. In other words, if A and B are lessor and lessee of a piece of land in Yorkshire, there is, in my view, no possible objection to the registration of a land charge by B against A's property (say 12, Smith-street, Brixton) if A agrees to restrict its user when selling (say) 14, Smith-street, Brixton, to B. If this is admitted, it seems to me to follow that a covenant by a lessor with his lessee of a certain property restrictive of the user of any *other* property can be registered as a land charge.

Norfolk-street, W.C.2. E. O. WALFORD.
22nd January.

Reviews.

Carriage of Goods by Sea Act, 1924. By RICHARD WILLIAMSON, of the Middle Temple, Barrister-at-law, and C. H. WITHERS PAYNE, LL.D., Solicitor of the Supreme Court. 1934. Royal 8vo. pp. xix and (with Index) 183. London: Stevens & Sons Limited. 12s. 6d. net.

This is an important work and begins with a foreword by Sir Robert Aske. It deals, as its title indicates, with one statute only, but that statute is of so much importance that it has, to a large extent, revolutionised the law relating to the carriage of goods by sea. The statute itself is set out with very full annotations, supported by numerous cases. In addition to that, there are appendices containing all relevant Dominion and Colonial Statutes, together with a commentary upon private international law as to carriage of goods. To the practitioner who is concerned with the subject of transport by sea, this volume should prove invaluable, particularly in view of the supplementary matter contained in the appendices to which we have referred.

The Road and Rail Traffic Act, 1933—*An Explanatory Handbook*. By ARTHUR G. DENNIS, LL.M., and T. D. CORPE, Solicitors of the Supreme Court. 1934. Demy 8vo. pp. lxiv and (with Index) 138. London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Ltd. 7s. 6d. net.

In an eminently readable introduction occupying some fifty-five pages of the present manual, the whole of the Road and Rail Traffic Act, 1933, is ably and systematically summarised. The text of the Act is then given, with abundant notes to each section. The authors state in their preface that "in some instances it may be considered that we have given our opinion somewhat arbitrarily upon matters which in the administration of the Act may give rise to controversy." Most users of this work will be extremely grateful for the authors' clear expressions of opinion on the many practical points that are bound to arise from time to time on the construction of the Act. A career of great usefulness can confidently be predicted for the handbook, and it can be recommended not only to the practitioner, but to all persons concerned in transport.

Economic Nationalism. By MAURICE COLBOURNE. 1933. Crown 8vo. pp. 284. London: Figurehead. 3s. 6d. net.

Notwithstanding its title, this racy little book is not chauvinistic. "The heroes of this story are the consumer and his trusty henchman, the machine," while the villain of the piece is "the tyrannic power of a private, international, supernational, irresponsible banking system." One of the remedies advocated for the cure of our evils is the national control of finance, to be brought about by a mere Act of Parliament. With regard to another remedy, we are told that "It is no criticism of the proposal to suggest that the difficulties of administering it would prove insuperable . . ." Further, we are assured that the full use of the machine will not render man indolent, as he is essentially a dynamic, creative organism. His divine curiosity will urge and achieve as much as dour necessity has done. Well, if this is the stuff the new economists are made of, nobody need fear for the future of "Great Britain, Ltd.," despite their naïveté.

Books Received.

Murray and Carter's Guide to Income Tax Practice. Twelfth Edition. 1933. By ROGER N. CARTER, M.Com., F.C.A., and HERBERT EDWARDS, M.A. Demy 8vo. pp. lxx and (with Index) 833. London: Gee & Co. (Publishers), Ltd. 30s. net.

Dicksee's Auditing. Fifteenth Edition. 1933. By STANLEY W. ROWLAND, LL.B. (Lond.), F.C.A. Royal 8vo. pp. xvii and (with Index) 1132. London: Gee & Co. (Publishers), Ltd. 21s. net.

Laws of Palestine, 1932. Edited by MOSES DONKHAM, O.B.E., Advocate, Member Palestine Bar. 1933. Palestine: L. M. Rotenberg; London: Stevens & Sons, Ltd. 30s. net.

Outlines of Central Government, including the Judicial System of England. By JOHN J. CLARKE, M.A., F.S.S., of Gray's Inn, and the Northern Circuit, Barrister-at-Law. Sixth Edition. 1934. Crown 8vo. pp. x and (with Index) 320. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

The Local Government of the United Kingdom (and the Irish Free State). By JOHN J. CLARKE, M.A., F.S.S., of Gray's Inn, and the Northern Circuit, Barrister-at-Law. Eighth Edition. 1934. Crown 8vo. pp. xv and (with Index) 851. London: Sir Isaac Pitman & Sons, Ltd. 12s. 6d. net.

National Health Insurance. By W. J. FOSTER, LL.B. (Lond.), of Gray's Inn, Barrister-at-Law, and F. G. TAYLOR, Fellow of the Institute of Actuaries. 1934. Demy 8vo. pp. xi and (with Index) 263. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

The Road and Rail Traffic Act, 1933. By E. GILBERT WOODWARD, M.A., B.C.L., of the Northern Circuit and the Middle Temple, Barrister-at-Law. 1934. Demy 8vo pp. xi and (with Index) 188. London: Eyre & Spottiswoode (Publishers), Ltd. 16s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Parties to Ejectment Proceedings.

Q. 2901. Premises were let to X, a married man living apart from his wife, for occupation by his son. The tenancy has been determined by notice to quit, and the son has given up possession, but the tenant's wife is found to be left in occupation of the premises. It is not known how she came to be upon the premises—whether by arrangement with the tenant or otherwise. The tenant himself has not been in personal occupation of the premises at any time. The landlord now seeks possession of the premises. Do you consider this a case in which proceedings should be taken under s. 59 of the County Courts Act, and if so, should the proceedings be against X, as the tenant of the premises, or against his wife as the person in actual possession, or against both? There seems to us to be some difficulty in the way of proceeding under s. 138 of the County Courts Act. In the first place, would a warrant of possession on an order made in an action against the tenant authorise the ejectment of the tenant's wife from the premises? On the other hand can the tenant's wife, in the circumstances of the case, be regarded as "holding or claiming by, through, or under the tenant" and be made the defendant in the action? It seems that under this section the landlord is bound to elect between the one and the other, and is not entitled to proceed against both? It should be stated that there may be some doubt as to the due service of the notice to quit on X. It is not anticipated that the tenant would seek to take advantage of this in any way, but it has to be borne in mind that it will be the tenant's wife who, in the last resort, will suffer actual ejectment from the premises, and this is one reason why it seems to us that it might be advisable that the landlord should have a judgment or order against the wife, if not the tenant as well, before seeking to obtain possession by means of a warrant of possession.

A. The facts indicate a case for ejectment proceedings under s. 59 of the County Courts Act, 1888. As the tenant was living apart from his wife, she is not "holding or claiming by, through or under the tenant," to whom she is a stranger—from the point of view of contractual relationship under the law of landlord and tenant. The house has been vacated by those to whom it was let, and the wife is in no better position than a trespasser, against whom judgment should be obtained. If it should transpire that the action ought to have been brought under s. 138, an application can be made to amend the proceedings, as in *Davy* v. *Magnus* (1931), 47 T.L.R. 609.

Market Garden—Definition.

Q. 2902. A nurseryman has for a number of years been tenant of about ten acres of land, which has always been used and cultivated by him for his business. We have read the article contained in Vol. LXXVII No. 35, p. 608, which appears to relate to the point now in question. Section 57 (i) of the Agricultural Holdings Act, 1923, defines an agricultural holding as including "any land cultivated wholly or mainly for the purpose of the trade or business of market gardening." Further, the Rating and Valuation (Apportionment) Act, 1928, defines "agricultural land" as "land exceeding one quarter of an acre—used as market gardens, nursery grounds, etc." Having regard to the above definitions and to the fact that the nurseryman is carrying on this holding wholly for the purposes of his trade or business, and the nursery grounds have all been de-rated as agricultural land, we shall be glad to know whether in your opinion the nursery grounds are holdings within the meaning of s. 57, sub-s. (i) of the Agricultural Holdings Act, 1923.

A. We think so, undoubtedly, assuming that he grows flowers and shrubs for the market. But whether the occupier would be entitled to rank as a "market gardener" for compensation purposes or merely as the tenant of an agricultural holding would, of course, depend upon his position under s. 48 (1).

Notice Required to Terminate a Statutory Tenancy.

Q. 2903. In 1918, A entered into an agreement for three years at a yearly rental with B for the tenancy of certain dwelling premises. At the expiration of this period A continued and has remained in possession ever since paying rent quarterly on the former annual rental. Apparently a yearly tenancy was created. The rateable value of these premises is over £45, and A was recently served under the Rent (Restriction of Increase) Act, 1933, with a notice to quit within one month. No notice converting the former tenancy into a statutory one has ever been given. Must A quit the premises within one month or can she insist on six months' notice as in ordinary yearly tenancies?

A. At the time when the agreement for tenancy was entered into in 1918 the house was presumably not within the Rent Restrictions Acts. When the agreement expired in 1921, however, the house was within the Acts (see Act of 1920, s. 12 (2)), and the tenant became a statutory tenant, whose position is defined by s. 15 (1) of the Act. Apart from the provisions of s. 1 (4) of the Act of 1933, no notice appears to be required by the landlord before terminating a statutory tenancy. The acceptance of rent by the landlord after the expiration of the three years' agreement did not raise the implication that the tenant was in occupation as a tenant from year to year (see *Felce* v. *Hill* (1924), 130 L.T. 76; see also *Davies* v. *Bristoe* [1920] 3 K.B. 428; *Shuter* v. *Hersh* [1922] 1 K.B. 438; *Newell* v. *Crayford Cottage Society* [1922] 1 K.B. 656). It, therefore, appears that the month's notice under s. 1 (4) of the Act of 1933 is sufficient, and that A cannot insist on six months' notice. It is assumed that both the receivable rent and rateable value on the appointed day exceeded £45 (see Act of 1933, s. 1 (2)).

Position on Sale of a Class C House.

Q. 2904. A tenant of a de-controlled house, the rateable value of which does not exceed £13, buys the house from his landlord after 18th July, 1933. If he wishes to let the house is he entitled to deal with it as a de-controlled house?

A. If a de-controlled house, the rateable value of which on the appointed day did not exceed £13, was let on the 18th July, 1933, it will be deemed to be a dwelling-house to which the Rent Restrictions Acts apply, unless it has been registered with the local authority by the 18th October, 1933, and unless so registered it will be deemed to be subject to the Acts until the 24th June, 1938 (see Act of 1933, s. 1 (1), s. 2 (1), (2)). There appears to be nothing in the Act of 1933 whereby such a house will become de-controlled if the house is sold. If, therefore, the tenant of such a house purchases it, the house will remain subject to the Acts, unless it has been registered.

To-day and Yesterday.

LEGAL CALENDAR.

22 JANUARY.—On the 22nd January, 1561, Sir Nicholas Bacon, Elizabeth's Lord Keeper, became the father of a son greater than he—Francis. "Born among the courtly glories of York House, nursed on the green slopes and in the leafy woods of Gorhambury, now playing with daisies and forget-me-nots, now with the mace and seals . . . every tale told of him wins on the imagination: whether he hunts the echo in St. James' Park, or eyes the juggler and detects his tricks, or lisps wise saws to the Queen and becomes her 'young Lord Keeper' of ten,"

"England's High Chancellor, the destined heir,
E'en in his cradle, by his father's chair,
Whom even threads the fates spin round and full,
Out of their choicest and their whitest wool."

23 JANUARY.—Mr. Justice Bathurst was on the 23rd January, 1771, created Lord Chancellor. He had been barely equal to the duties of a Common Law judge, and in Equity his inefficiency submerged him.

24 JANUARY.—Mr. Justice Yelverton died at his house in Aldersgate-street on the 24th January, 1630. His appointment to the Common Pleas five years earlier had marked the end of a long-standing feud with the then all-powerful Buckingham. The Duke had disapproved of Yelverton's appointment as Attorney-General in 1617, and four years later had got him dismissed and sentenced by the Star Chamber to imprisonment in the Tower and a fine of £1,000. When he charged Buckingham with influencing the King against him, the House of Lords added more fines.

25 JANUARY.—On the 25th January, 1694, Mr. Justice Dolben died of an apoplectic fit which had seized him just as he was going into court. He was buried in the Temple Church. Like that of many of his judicial brethren at that period, his tenure of office had not been without its vicissitudes. Originally appointed to the King's Bench in 1678, he was considered too independent, and in 1683 was suddenly dismissed. After the Whig Revolution, however, he was reinstated.

26 JANUARY.—The trial of Alfred Rouse opened at the Northampton Assizes on the 26th January, 1931. For six days the court, presided over by Mr. Justice Talbot, sifted the circumstances surrounding the death of the friendless and nameless waif who had perished by the roadside in the prisoner's blazing car. The braggart verbosity which Rouse had found so effective in dealing with gullible girls was subjected to a severe ordeal when he availed himself of what the judge called "the cruel kindness of the law" and gave evidence in his own defence. That evidence hanged him.

27 JANUARY.—"For all which treasons and crimes this Court doth adjudge that the said Charles Stuart as a tyrant, traytor, murtherer and publique enemy to the good people of this nation shall be put to death by the severing of his heade from his body." In these words, John Bradshaw, sitting at the head of the Commissioners appointed to try a King of England for his life, pronounced the most momentous sentence in our legal history on the 27th January, 1649. The Lord President, as he was styled, wore a scarlet robe for dignity and a bullet-proof hat for safety. A sword and mace supported his state.

28 January.—Charles Butler, who was called to the Bar on the 28th January, 1791, was the first Roman Catholic barrister since the Revolution of 1688. Till then, like many others of his faith, he had practised conveyancing in the seclusion of his chambers and, indeed, when he had formally entered his name as a student of Lincoln's Inn in 1775, there seemed little prospect that the law would ever relax so as to allow him to proceed further. Though now almost forgotten, his indefatigable industry and great personal charm won him the titles of "the father of modern conveyancing" and "one of the pleasantest memories of Lincoln's Inn."

THE WEEK'S PERSONALITY.

After the miserable end of Charles Yorke, the Great Seal remained for a year in the custody of three Commissioners, Common Law Judges with no knowledge of equity. Not one of them had any confidence in himself or in his colleagues, and finally, in the sarcastic phrase of Sir Fletcher Norton, "what the three could not do was given to the most incompetent of the three," and Bathurst, J., became Lord Chancellor Apsley, the most inefficient Chancellor of the eighteenth century. His judgments have no importance at all, and though honourable and consistent in his actions, dignified and polite in his manners, and temperate and regular in his habits, his character was somewhat colourless. When he retired from table, his old father, the Earl of Bathurst, a much more lively personality, would say: "Now that the old gentleman is gone to bed, let us be merry and enjoy ourselves." The enduring monument which he left behind him has made his name more famous than that of many greater lawyers, for it was he who built Apsley House at Hyde Park Corner. But even with this a little ridicule is mixed up, for he had a dispute with a soldier's widow over the site and she brought a Chancery action against him which he settled. It was said: "Here is a suit by one old woman against another, and the Chancellor has been beaten in his own court."

THE SOLEMN OATH.

The Recorder of Northampton expressed indignation recently at the manner in which some jurors took the oath. One had left his glasses at home and others said they could not read. "The taking of the oath," said the judge, "is a solemn thing and I cannot have it taken in this slipshod way." The usher had to read it to those jurors who could not. One hardly likes to think what the learned Recorder would have said about the first legal experience of the future Mr. Justice Alpers, of New Zealand. When he first set up in practice, a colleague calling on him and not wishing to come empty-handed, brought an affidavit to be sworn. Alpers, having duly produced the requisite Bible, all of a sudden remembered that he had not the remotest idea of the proper form of words to be used in administering the oath. He applied for help to his visitor, who obligingly dictated the necessary formula and was duly sworn.

THE PRETTY FACE.

The Recorder of London recently pointed out one of the advantages of having women to serve on juries. "In the old days," he said, "any pretty girl could get away with it; nowadays she cannot do this so easily." But even so, the jury is not the only factor to be reckoned with. One recalls the story of Lord Chief Justice Best when a pretty girl was arraigned before him at the Leicester Assizes, on a charge of stealing a pair of stockings. Best had a weakness for pretty faces and privately remonstrated with the prosecuting counsel, representing to him that the case was too paltry to proceed with. Counsel, however, stood firmly by his duty to the prosecutor and the city's manufacturing interest, and, at last, the Chief Justice told him plainly that he might prosecute as much as he liked, but he'd be hanged if he'd let the jury convict. The case proceeded, and the judge duly secured an acquittal.

ROCKING JUSTICE.

In several places the Indian earthquake rocked the seat of justice. At Calcutta, the shock damaged the High Court building and dramatically interrupted the hearing of an appeal against the death sentence. During the tremors the judges retired and on their return dismissed the appeal. In the magistrate's court, several prisoners jumped from the dock and one succeeded in escaping. At Bezwadas, the judge in the district court, not properly appreciating the cause of the phenomenal shaking of his chair, accused the nearest counsel of pushing him. Probably the most remarkable irruption of the forces of nature into an English court

of justice was when a gale wrecked the Assize Court at Worcester in 1757. Mr. Baron Adams had just adjourned the Crown Court, but Mr. Justice Wilmot was still hearing a civil case. Though the judge was unhurt, the usher, an attorney and three other persons were killed. Four counsel were slightly hurt. "Mr. Aston prevented further damage to himself by instantly slipping under the council table, but Mr. Moreton was presently jammed in by rubbish and remained so some time." In the rush to get out of the building, several people were knocked down and trampled on.

Notes of Cases.

House of Lords.

Feist *v.* Societe Intercommunale Belge d'Electricite.

15th December, 1933.

CONTRACT—BOND BY FOREIGN COMPANY—PAYMENT AT GOLD STANDARD—LEGAL TENDER—CURRENCY AND BANK NOTES ACT, 1928 (18 & 19 Geo. V, c. 13), s. 1 (2).

This was an appeal from the Court of Appeal dismissing an appeal of the plaintiff from a decision of Farwell, J., on an originating summons.

The defendant company issued to the plaintiff a bond dated 28th September, 1928, by which they undertook "on September 1, 1963, or on such earlier day as the principal moneys hereby secured become payable in accordance with the conditions indorsed to pay to the bearer . . . the sum of £100 in sterling in gold coin of the United Kingdom of or equal to the standard of weight and fineness existing on September 1, 1928," with interest at 5½ per cent. per annum. By the summons the plaintiff asked for the following declarations: (1) that on the true construction of the bond the defendants thereby warranted or guaranteed to discharge their obligation thereunder by tendering in payment of the principal and interest gold coin of the United Kingdom to the appropriate amount of or equal to the standard of weight and fineness existing on 1st September, 1928; and (2) that the defendants were bound to pay such a sum in sterling as would be sufficient to purchase in the market on the day of payment gold of not less weight and fineness than that contained in the gold coin of the United Kingdom which would have sufficed to discharge such payment if falling due on 1st September, 1928. Farwell, J., made a declaration that if the defendants tendered the sum due in whatever happened to be the legal tender at the date when it became payable, they would discharge their obligation. The Court of Appeal affirmed that decision and Mr. Feist now appealed.

Lord RUSSELL OF KILLOWEN, in giving judgment, said the difficulty in the case arose from the presence in the bond of what was sometimes known as a gold clause. He would allow the appeal and substitute for the declaration of Farwell, J., a declaration in the following terms: "Declare that on the true construction of the bond the appellant is entitled as holder to receive from respondents from time to time by way of principal and interest thereunder and on the due dates of payment therefor such a sum in sterling as represents the gold value of the nominal amount of each respective payment, such gold value to be ascertained in accordance with the standard of weight and fineness existing on September 1, 1928, and that accordingly every pound comprised in the nominal amount of each such payment must be treated as representing the price in London in sterling (calculated at the due date of payment) of 123.27447 grains of gold of the standard of fineness specified in the First Schedule to the Coinage Act, 1870, and any fraction of a-pound comprised in the nominal amount of any such payment must be treated as representing the price in London in sterling (calculated at the due date of payment) of a corresponding fraction of 123.27447 grains of gold of the same standard of fineness."

Lords ATKIN, WARRINGTON, TOMLIN and WRIGHT agreed.

COUNSEL: *Sir William Jowitt*, K.C., *Lionel Cohen*, K.C., and *Cyril Radcliffe; Gavin Simonds*, K.C., and *H. S. G. Buckmaster*.

SOLICITORS: *Allen & Overy; Stephenson, Harwood and Tatham*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Royal Warrant Holders' Association *v.* Lipman.

Clauson, J. 12th January, 1934.

ROYAL TITLES AND NAMES—USE OF FOR BUSINESS PURPOSES—INJUNCTION—TRADE MARKS ACT, 1905, s. 68.

This was a motion on behalf of the plaintiffs, the Royal Warrant Holders' Association, to restrain the defendants, S. M. Lipman and Professor Lisle, of New Oxford-street, from using without authority in connection with any trade, business, calling or profession, the titles "H.M. The Queen, H.R.H. The Prince of Wales, The Duke and Duchess of York or Princess Elizabeth, or any other title of any member of the Royal Family" in such manner as to be calculated to lead to the belief that they (the defendants) were employed by or supplied goods to the Queen or any member of the Royal Family. With regard to Professor Lisle, there was exhibited outside the premises in New Oxford-street a notice-board bearing the words "Professor Lisle, the world-famed palmist, &c., patronized by H.R.H. the Prince of Wales and the Duke and Duchess of York." On Professor Lisle being consulted, he made his astrological or other observations, and money was paid to Mr. Lipman. There was also exhibited in Mr. Lipman's shop window a notice saying "Come and see what interested H.M. the Queen," and there was also a show-card bearing the words "The Ideal Novelty. Tireless Ducks. As supplied to H.M. the Queen for Princess Elizabeth." The plaintiffs now moved for an injunction under s. 68 of the Trade Marks Act, 1905, which provides that if any person without the authority of His Majesty or of a member of the Royal Family uses in connection with any business or profession any device or title in such manner as to be calculated to lead to the belief that he is employed by or supplies goods to His Majesty or such member of the Royal Family, he may at the suit of any person authorised to use such device or title, be restrained by injunction from continuing to use the same. The defendants did not appear on the hearing of the motion, and CLAUSON, J., said that in his opinion s. 68 covered the matter, and he granted an injunction in the terms above stated. Later in the day the defendants appeared, and explained why they had not appeared, because they had not been properly served. CLAUSON, J., said the order would not be drawn up until that had been done, and added that the injunction was one to which Mr. Lipman would have been bound to submit.

COUNSEL: *F. E. Bray.*

SOLICITOR: *E. D. Tillett.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Hopkins *v.* Hopkins and Castle.

Bateson, J. (and a Common Jury). 16th November, 1933.

DIVORCE—HUSBAND'S PETITION FOR DAMAGES ONLY AFTER OBTAINING DECREE *Nisi*—PLEA BY CO-RESPONDENT TO SECOND PETITION RAISING CONNIVANCE AND CONDUCT CONDUCING — DECREE *Nisi* MADE ABSOLUTE — HELD ESTOPPEL AS TO CONNIVANCE—DAMAGES—COSTS.

This was a petition for damages only. The parties were married in June, 1930. On 4th February, 1933, the petitioner suing as a "poor person," at Leicester Assizes, obtained a

decree *nisi* of dissolution of marriage on the ground of the respondent's adultery with a named co-respondent. On 12th April, 1933, the petitioner filed the present petition, not under the Poor Persons' Rules, against the co-respondent, based on the same charges. The co-respondent, in his answer, denied the charges and pleaded connivance and conduct conducing. The decree *nisi* was made absolute on the 16th August, 1933. On behalf of the petitioner, it was submitted that the co-respondent was estopped from raising the counter-charges as the decree had been made absolute, and those issues must be taken as having been decided. On behalf of the co-respondent it was submitted, *inter alia*, that conduct conducing being a discretionary bar only, there could be no estoppel with regard to that defence.

BATESON, J., held that the co-respondent was estopped from raising the issue of connivance. In the result the jury found that there was no conduct conducing, and assessed the damages at £125. The court directed that the amount of the damages should be paid into Court within fourteen days, and ordered the co-respondent to pay a sum of £60 by way of costs.

COUNSEL: *F. L. C. Hodson*, for the petitioner; *Maurice Healy*, K.C., and *T. J. Phillips*, for the co-respondent.

SOLICITORS: *Peacock & Goddard*, for *Edwards & Frisby*, Leicester; *John Hands & Son*, for *Atkinson & Stainer*, Folkestone.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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Obituary.

LORD ABERCONWAY.

Lord Aberconway died on Tuesday, 23rd January, at the age of eighty-three. Charles Benjamin Bright McLaren was born at Edinburgh in 1850, and was educated at Edinburgh University, at Bonn and at Heidelberg. He was called to the Bar by Lincoln's Inn in 1874, and took silk in 1897. He then left his practice in order to devote himself to the interests of a number of industrial concerns. He had been elected as Liberal member for Stafford in 1880 and again in 1885, and he represented the Bosworth Division of Leicestershire from 1892 to 1910. He was made a baronet in 1902, was sworn of the Privy Council in 1908, and was raised to the peerage in 1911.

MR. R. A. GLEN.

Mr. Randolph Alexander Glen, M.A., LL.B., Recorder of Penzance, died at Wimbledon on Saturday, 20th January. Educated at Charterhouse and Christ's College, Cambridge, he was called to the Bar by the Middle Temple in 1898, and joined the Western Circuit. He was appointed Recorder of Penzance in 1930. Mr. Glen, who was the author of several works on local government and town planning, had been a highly valued contributor to THE SOLICITORS' JOURNAL. He was a member of the Royal Wimbledon and the North Foreland Golf Clubs and the Middle Temple Lawn Tennis Club.

MR. F. C. ARMITAGE.

Mr. Francis Cecil Armitage, solicitor, a partner in the firm of Messrs. Ellis & Willes and Ingpen & Armitage, of Raymond-buildings, Gray's Inn, died at Farnham Common on Saturday, 20th January. Mr. Armitage was admitted a solicitor in 1901.

MR. C. ASPLIN.

Mr. Charles Asplin, solicitor, Registrar at Grays, died on Wednesday, 17th January, at the age of seventy. He served his articles with Mr. C. E. Hatten, of Messrs. Sharland and Hatten, Gravesend, and was admitted a solicitor in 1885. In 1886 he began to practise in Lime-street, E.C., and in 1890 he also went into partnership with Mr. C. E. Hatten at Grays. He opened an office at Barking in 1912 on ceasing to practise in London. He was later joined by Mr. S. H. Hayter, and the firm has since been known as Messrs. Hatten, Asplin and Hayter. Mr. Asplin held many public offices, including that of Clerk to the Grays Thurrock Urban District Council, and on the establishment of Grays County Court in 1898 he was appointed Registrar and Superintendent Registrar of Births, Marriages and Deaths.

MR. J. P. GAMON.

Mr. John Percival Gamon, M.A., solicitor, senior partner in the firm of Messrs. Gamon & Co., of Chester, died on Thursday, 11th January, at the age of sixty-eight. Educated at Marlborough and Trinity College, Oxford, Mr. Gamon was admitted a solicitor in 1889, and entered the practice of his father, the firm being known at that time as Messrs. Gamon, Farmer & Co. In 1924-25 he was President of the Chester and North Wales Incorporated Law Society. Mr. Gamon had held several public offices, including that of Clerk to the Chester Rural District Council.

MR. P. J. SPALDING.

Mr. Percy John Spalding, solicitor, Town Clerk of York, died suddenly at York on Tuesday, 23rd January, at the age of fifty-five. Mr. Spalding was admitted a solicitor in 1904.

MR. W. M. WOODHOUSE.

Mr. Walter Mantell Woodhouse, solicitor, senior partner in the firm of Messrs. Peacock & Goddard, of South-square, Gray's Inn, died on Sunday, 21st January, at the age of seventy-three. Mr. Woodhouse was educated at Sherborne School, and was admitted a solicitor in 1884. He was managing clerk to the firm of Messrs. Peacock & Goddard, before he became a partner in 1893. In 1924 he was elected to the Council of The Law Society, and served on the Legal Procedure and Professional Purposes Committees. He was also one of the chairmen of the committee formed under the Poor Persons' Rules.

Societies.

University of London Law Society.

The University of London Law Society held a "Professors' Evening," at Gower-street, on Tuesday last.

Professor H. Jolowicz proposed and Professor L. Davies seconded:—

"That the unpaid magistrate of England is an obstacle to the proper administration of justice."

Dr. G. W. Keeton opposed, and was seconded by Professor H. M. Smith.

Professor Jolowicz said that the subject was of vital importance. He agreed that in former times the justice of the peace rendered a service to the administration of justice, but those were times when there was a different social and political atmosphere.

The "unpaid" administrators of justice were part of the survival of aristocratic government of the country. The people who made laws in Parliament in former times were generally the people, who returned to their country seats to administer a greater part of the laws they made.

It was now recognised that the appointments were largely controlled by the political party which was in office. That was a poor training for such a responsible post. A trained judicial mind was necessary to fulfil the office of a magistrate in a democratic state. In passing, the professor said that the study of criminal law did not receive sufficient attention. He believed it had not even a professor devoted to its teaching.

Dr. Keeton said it was proposed to remove the last survival of British liberty in the interests of official despotism of the most obnoxious type. The framework of English law was based on fundamental respect for individual rights.

"Blackstone's Commentaries" were originally written for the instruction of young gentlemen at Oxford, who were likely in course of time to be J.P.'s on the estates. Law, plus commonsense, plus mercy! Where could they have it better exhibited than among the unpaid magistrates.

In reply to a statement during the general debate that the logical consequence of such a motion would mean the appointment of 1,000 "briefless barristers," it was said that the number of stipendiary magistrates in the London area was twenty-eight, and seventeen in the provinces. It was asserted that 200 paid magistrates could do the work of all the present J.P.'s, if districts were grouped together following the practice of the county courts.

There was special criticism against the "unpaid" being allowed to sit on the bench of such important Courts of Justice as the Quarter Sessions, which had powers second only to those of the High Courts.

The motion was carried by thirty-four votes against fifteen.

On the proposition of the president, Mr. A. Goodman, LL.B., a hearty vote of thanks was passed to the professors for their attendance. "The Professors' Evening" was an event to which they always looked forward as being one of the most interesting in the year's syllabus.

United Law Society.

The United Law Society held a joint debate with the Ladies Lyceum Club on 16th January, 1934, at 9, Chesterfield-gardens, W.1. Mr. R. W. Bell proposed "That the increase of woman's influence is due rather to masculine deterioration than to feminine improvement"; and Mr. D. M. Oppenheim seconded him. The motion was opposed by Miss Brassington and by Mrs. V. O. Rees. Fourteen other ladies and gentlemen spoke and Mr. Bell replied. The motion was lost.

A meeting of the United Law Society was held on 22nd January, 1934, in Middle Temple Common Room. Mr. H. S. Palmer proposed "That increased safety for those who use the roads will be secured not by any further legislation against the motorist but by the enactment of a few regulations for pedestrians." Mr. S. A. Gibbons opposed. Messrs. Bell, Oppenheim, Habershon, Carpenter, Burke, Plowman, Hill and Everett spoke and Mr. Palmer replied. The motion was carried.

Gray's Inn Debating Society.

The next meeting of the Society will be held in the Common Room, Gray's Inn, at 8.15 p.m. on Tuesday, 30th January, when the annual benchers' debate will take place, the motion being "That the reduction of the judges' salaries by the Government is to be deplored." This motion will be proposed by Master N. L. C. Macaskie, K.C. (Recorder of York), and opposed by Master Sir Albion Richardson, C.B.E., K.C. (Recorder of Warwick).

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 23rd January, 1934 (chairman, Mr. L. J. Frost), the subject for debate was "That this House considers that vacancies on the Bench of the Supreme Court of Judicature should be filled by popular election." Mr. T. M. Jessup opened in the affirmative. Mr. H. J. Baxter opened in the negative. The following also spoke: Messrs. E. M. Wolfe, D. H. McMullen, J. F. Ginnett, P. H. North Lewis, P. W. Iliff, K. M. Trenholme, E. C. Durham, J. R. Campbell Carter, F. G. Timmins, R. Langley Mitchell, Miss H. M. Cross, Messrs. H. Peck and H. W. Wilkinson. The opener having replied, the motion was lost by four votes.

The General Council of the Bar.

ANNUAL MEETING.

The Attorney-General, Sir Thomas Inskip, K.C., M.P., presiding at the annual meeting of the Bar held at the Inner Temple Hall on 18th January, said that the first report of Lord Hanworth's Committee had been largely carried into effect and met with the support of all members of the Bar, but that the second report had not yet been considered by the Bar Council. The proposals were obviously farther reaching than those of the first, and he urged the Council and all members of the Bar to judge them by their bearing on the public interest before considering the interests of the profession, legitimate and important though these were. He said that although the Bar messes of the Norfolk and Suffolk county quarter sessions had not yet reached a decision on the question of special fees, the Eastern Counties Bar mess had now fallen into line with other messes and fixed a fee of £10 10s. After a tribute to the invaluable way in which Mr. Vaughan Williams and Sir James Grieg represented the English Bar at Congresses and meetings of foreign bars, the Attorney-General quoted extracts from a letter which the Secretary of The Law Society had sent to clerks of the peace asking that solicitors should be given the right of audience before the new appeal committees set up under the Summary Jurisdiction Appeals Act, 1933. He pointed out that the request might be considered without offence as an *ex parte* statement of the solicitors' case; it invoked the precedent of the Rating and Valuation Act, 1925, but this extension of the right of audience applied only to a very limited class of cases. Moreover, the alternative form of the appeal-aid certificate mentioned in the Summary Jurisdiction Appeal Rules never contemplated the extension of the right. The Bar was always scrupulously careful to preserve the status of solicitors, and he hoped that the question would be settled in the best interests of the public.

Sir Herbert Cunliffe, Chairman of the Council, in moving the adoption of the annual statement, pointed out that the Council had during the past year rejected a fully and ably argued plea by a member of the Bar that barristers had the right to accept instructions directly from lay clients, even when litigation was on foot. He hoped that solicitors would be equally resolute not to encroach either on quarter sessions or on any other part of the work of the Bar.

Mr. Holford Knight, K.C., M.P., warmly supported the proposals to extend the jurisdiction of the county court.

Among those present were: The Right Hon. The Attorney-General, C.B.E., K.C., M.P., Sir Herbert Cunliffe, K.C. (Chairman of the Bar Council), Sir Walter Greaves-Lord, K.C., M.P. (Vice-Chairman of the Council), Mr. J. F. W. Galbraith, K.C., M.P., Mr. A. T. Miller, K.C., Mr. J. E. Singleton, K.C., Mr. J. D. Cassels, K.C., M.P., Sir Thomas Hughes, K.C., Sir Lynden Macassey, K.B.E., K.C., Mr. H. B. Vaisey, K.C., Mr. W. P. Spens, K.C., M.P., Mr. A. M. Dunne, K.C., Mr. Walter Hedley, K.C., Mr. R. F. Bayford, O.B.E., K.C., Mr. F. R. Evershed, K.C., Mr. C. Paley Scott, K.C., Mr. Holford Knight, K.C., M.P., Mr. C. T. Le Quesne, K.C., and Mr. W. T. Creswell, K.C.

The Auctioneers' and Estate Agents' Institute.

A sessional evening meeting of the members of this Institute will be held at 29, Lincoln's Inn-fields, W.C.2, on Thursday, 1st February, 1934, at 7 o'clock when a discussion will take place on a paper, by Mr. David Lawrance, B.Sc. (Lond.), Barrister-at-Law (Fellow), entitled "The Effect of Non-Disclosure and Misdescription on Sales of Land."

The Hardwicke Society.

An ordinary meeting of the society was held in the Middle Temple Common Room, on Friday, 19th January, 1934. The president, Mr. I. Ungoed Thomas, took the chair at 8.15 p.m. In public business Lord Justice Maugham moved: "The time has now come for the abolition of trial by jury in all civil cases." Mr. Colin Pearson (ex-president) opposed. There spoke to the motion, Mr. Menzies, Mr. Wigan, Mr. P. B. Morle (ex-president), Mr. Petrie, Mr. Granville Sharp (ex-president), Mr. Douglas, Mr. Mayers (hon. secretary), Professor Chorley, Mr. Caplan, Mr. F. Howard, Mr. Yahuda, and Mr. Stranders. On a division the motion was lost by four votes.

Gray's Inn.

GRAND DAY.

Thursday, 18th January, being the Grand Day of Hilary Term at Gray's Inn the Treasurer and the Masters of the Bench entertained at dinner the following guests: The Austrian Minister, Lord Askwith, Lord Macmillan, Lord Plender, the President of the Probate, Divorce and Admiralty Division, Field-Marshal Sir William Birdwood, Bt., Sir Holburt Waring, the President of The Law Society, Professor Sir William Holdsworth, K.C., Vice-Admiral E. Astley-Rushton, Mr. Wilfrid Greene, K.C., and Major John Hay Beith.

The Benchers present in addition to the Treasurer were: Sir Dunbar Plunket Barton, Bt., K.C., Sir William Byrne, Sir Montagu Sharpe, K.C., Mr. R. E. Dummett, Lord Thankerton, Lord Greenwood, K.C., Sir Walter Greaves-Lord, K.C., M.P., Mr. Bernard Campion, K.C., Mr. James Whitehead, K.C., Mr. R. Storry Deans, Mr. A. Andrewes Uthwatt, Mr. Malcolm Hilbery, K.C., Mr. Noel Middleton, Mr. W. Trevor Watson, K.C., Sir Albion Richardson, K.C., the Preacher (Canon F. B. Ottley), and the Under-Treasurer.

Middle Temple.

GRAND DAY.

Tuesday, 23rd January, being the Grand Day of Hilary Term at the Middle Temple, the Treasurer and Masters of the Bench entertained at dinner the following guests :—The Swiss Minister, Viscount Hailsham, The Lord Bishop of London, Lord Raglan, The Master of the Rolls, Lord Plender, the Attorney-General, Sir Sidney Rowlatt, Sir Henry Mather Jackson, Bart., Sir W. F. K. Taylor, K.C., Sir Charles Howell Thomas, Sir Michael Sadler, Sir Basil Mayhew, Sir David Milne-Watson, Sir Charles Peers, Judge Sir Mordaunt Snagge, Judge Farrant, Mr. S. R. C. Bosanquet, K.C., The Master of the Temple, Mr. E. E. Welby Everard, Dr. J. A. Hayward, Mr. R. H. Parnall, and the Under Treasurer. The following Masters of the Bench were present :—The Treasurer, the Lord Chancellor, Judge Ruegg, K.C., Mr. Butler Aspinall, K.C., Lord Craigmyle, Viscount Dunedin, Judge Sir Alfred Tobin, K.C., Mr. L. De Gruyther, K.C., Mr. Edward Shortt, K.C., Sir Lynden Macassey, K.C., Mr. Heber Hart, K.C., Lord Salvesen, Mr. Justice Hawke, The Hon. Stephen Henn Collins, K.C., Sir Patrick Hastings, K.C., Mr. A. M. Dunne, K.C., Mr. Stuart Bevan, K.C., Judge Sir T. Artemus Jones, K.C., Sir Henry Curtis Bennett, K.C., Mr. Vernon, Mr. A. T. Miller, K.C., Mr. J. Scholefield, K.C., Mr. Frampton, Sir Ian Macpherson, Bart., K.C., Mr. Bowen Davies, K.C., Mr. Paterson, Colonel Sir Henry Foster MacGeagh, K.C., Mr. Lilley, and Sir Thomas Molony, Bart.

Inner Temple.

GRAND DAY.

Wednesday, 24th January, being the Grand Day of Hilary Term at the Inner Temple, the Treasurer (Mr. Howard Wright) and the Masters of the Bench entertained at dinner the following guests : Viscount Younger of Leckie, Lord Plender, Sir Hilton Young, Mr. Montagu Norman, Lord Justice Romer, Sir Wilfrid Laurie, Sir Clement Kinloch-Cooke, Admiral Sir Reginald Tupper, Sir Adrian Pollock, Brigadier-General W. V. Darell, the Master of the Temple, Mr. Lewis Baumer, and the Sub-Treasurer. The following Masters of the Bench were also present :—Sir Francis Taylor, K.C., Sir Sidney Rowlatt, The Hon. Sir Reginald Coventry, K.C., Sir John Simon, Sir Lancelot Sanderson, Sir William Hansell, K.C., Lord Hanworth (Master of the Rolls), Mr. Justice Talbot, Mr. A. W. Bairstow, K.C., Mr. Alexander Grant, K.C., Sir Leslie Scott, K.C., Mr. R. M. Montgomery, K.C., Lord Wright, Lord Macmillan (Honorary), Lord Justice Slesser, Sir Claud Schuster, K.C., Mr. R. F. Bayford, K.C., Mr. H. St. J. D. Raikes, K.C., Mr. M. J. L. Beebee, Mr. S. R. C. Bosanquet, K.C., Mr. Justice Langton, Mr. H. H. Joy, K.C., Mr. C. Doughty, K.C., Mr. D. Cotes-Preedy, K.C., Mr. S. L. Porter, K.C., Dr. Edwin Deller (Honorary), and Sir Donald Somervell, K.C. (Solicitor-General).

Rules and Orders.

THE COUNTY COURTS BANKRUPTCY AND COMPANIES JURISDICTION (TORQUAY) ORDER, 1934. DATED JANUARY 11, 1934.

I, John Viscount Sankey, Lord High Chancellor of Great Britain, by virtue of the powers vested in me by section 96 of the Bankruptcy Act, 1914,* section 163 of the Companies Act, 1929,† Rule 127 of the Bankruptcy Rules, 1915,‡ and of all other powers enabling me in this behalf, do hereby order as follows :—

1. The County Court of Devonshire held at Torquay shall cease to be excluded from having jurisdiction in bankruptcy and in proceedings under the Companies Act, 1929, and the district of the said Court shall cease to be attached to the County Court of Devonshire held at Exeter.

2. For the purpose of jurisdiction in bankruptcy and in proceedings under the Companies Act, 1929, the district of the County Court of Devonshire held at Newton Abbot shall cease to be attached to the County Court of Devonshire held at Exeter, and shall be attached to the said Court held at Torquay.

3. Nothing in this Order shall affect the jurisdiction of the said Court held at Exeter to deal with matters pending in that Court when this Order comes into operation.

4. This Order may be cited as the County Courts Bankruptcy and Companies Jurisdiction (Torquay) Order, 1934, and shall come into operation on the 1st day of March, 1934, and the County Courts (Bankruptcy and Companies Winding-Up) Jurisdiction Order, 1899,§ as amended, shall have effect as further amended by this Order.

Dated the 11th day of January, 1934.

Sankey, C.

* 4–5 G. 5, c. 23. † 19–20 G. 5, c. 23.
‡ S.R. & O. 1914 (No. 1824) I, p. 41.

§ S.R. & O. Rev. 1904, III, County Court, E., p. 78 (1899, No. 351).

Legal Notes and News.

Honours and Appointments.

Mr. HAROLD FEATHERSTON JOHNSTON, K.C., has been appointed a Judge of the Supreme Court of New Zealand in succession to Mr. Justice Adams, who has retired.

The Secretary of State for Scotland has appointed Mr. JAMES ANNAN to be Clerk of the Peace for the County of Lanark.

Mr. WILLIAM BENTLEY, solicitor, of Messrs. Carter, Bentley and Gundill, of Pontefract, has been appointed Clerk to the Pontefract Borough Justices, in succession to the late Mr. W. Haddock. Mr. Bentley, who is Coroner for Pontefract, was admitted a solicitor in 1907.

Mr. H. T. MEADES, solicitor, has been appointed Deputy Town Clerk and Deputy Clerk of the Peace of Burton-upon-Trent, in succession to Mr. T. B. NOWELL, who is to take up office as Town Clerk of Stafford.

Mr. T. ALKER, Senior Assistant Solicitor to Hull City Council, has been appointed Deputy Town Clerk. Mr. Alker was admitted a solicitor in 1928.

Mr. BENJAMIN RHODES ARMITAGE, B.A. (Cantab.), solicitor, of Lincoln's Inn-fields, has been elected Clerk of the Coachmakers and Coach Harness Makers Company in succession to the late Mr. Henry Smith. Mr. Armitage was admitted a solicitor in 1932.

Mr. HUBERT SINCLAIR MARTIN, LL.B. (Lond.), solicitor, who has acted as temporary Clerk to the Northamptonshire County Council, has been appointed Clerk in succession to the late Mr. H. A. Millington. Mr. Martin was admitted a solicitor in 1913.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. Herbert Ashlin Millington, O.B.E., solicitor, of Northampton, left £6,324, with net personalty £3,148.

Mr. Arthur Campbell Wade, solicitor, of Great Yeldham, Essex, and of Bedford-row, left £28,134, with net personalty £19,612.

Mr. Thomas Frank Neighbour, solicitor, of Binton Barn, near Farnham, and of Gracechurch-street, left £28,951, with net personalty £24,921.

RETIREMENT OF BIDEFORD'S TOWN CLERK.

Mr. G. H. Seldon, solicitor, Town Clerk of Bideford, has retired. Members of the Seldon family have been town clerks of Bideford for over 100 years.

ROYAL SOCIETY OF ARTS.

SWINEY PRIZE WORK ON JURISPRUDENCE, 1934.

On the recommendation of the judges, Lord Askwith and Lord Merrivale, the Swiney Prize has been unanimously awarded to Sir William Searle Holdsworth, K.C., Vinerian Professor of English Law in the University of Oxford, for his work, "A History of English Law" (9 volumes).

The judges report : "The work was commenced in 1901 and continued till recently. The earlier volumes have been entirely revised. The earlier history, as regards detail, is perhaps more full than the later, but the great volume of the subject fully explains this, and, in fact, it is noted in the preface. The later history can probably be revised and added to in coming years. Students of the modern tendency of law, foreshadowed by the past, can, in spite of present convulsions of the world, find in these volumes useful knowledge. They

will be helpful for the checking of wild legislation, useful for precedents, indicative of the slow movement of principle, and educative in the limitations of legal reform or initiation. In our opinion it is a monumental work and one of the masterpieces of our time."

Dr. Swiney died in 1844, and in his will he left a sum of money to the Royal Society of Arts for the purpose of presenting a prize, on every fifth anniversary of his death, to the author of the best work on Jurisprudence published since the last award. The prize is a cup, value £100, and money to the same amount.

The award is made jointly by the Royal Society of Arts and the Royal College of Physicians. The prize is offered alternately for Medical and General Jurisprudence.

On the last occasion of the award in 1929 the Prize was awarded for Medical Jurisprudence. On the present occasion, therefore, it was offered for General Jurisprudence. Five works were submitted.

The following is the list of past recipients :—

1849. J. A. Paris, M.D., and J. Fonblanque, for their work, "Medical Jurisprudence."
1854. Leone Levi, for his work, "The Commercial Law of the World."
1859. Dr. Alfred Swayne Taylor, F.R.S., for his work, "Medical Jurisprudence."
1864. Henry Sumner Maine (afterwards K.C.B.), D.C.L., Member of the Legislative Council of India, for his work, "Ancient Law."
1869. William Augustus Guy, M.D., for his "Principles of Forensic Medicine."
1874. The Right Hon. Sir Robert Joseph Phillimore, D.C.L. for his "Commentaries on International Law."
1879. Dr. Norman Chevers, for his "Manual of Medical Jurisprudence of India."
1884. Sheldon Amos, M.A., for his work, "A Systematic View of the Science of Jurisprudence."
1889. Dr. Charles Meymott Tidy, F.C.S., for his work, "Legal Medicine."
1894. Thomas Erskine Holland, D.C.L., for his work, "The Elements of Jurisprudence."
1899. Dr. J. Dixon Mann, F.R.C.P., for his work, "Forensic Medicine and Toxicology."
1904. Sir Frederick Pollock, Bart., and Professor F. W. Maitland, for their work, "The History of English Law before Edward the First."
1909. Dr. Charles Mercier, F.R.C.P., F.R.C.S., for his work, "Criminal Responsibility."
1914. John W. Salmond, K.C., for his work, "Jurisprudence."
1919. Dr. Charles Mercier, F.R.C.P., F.R.C.S., for his work, "Crime and Criminals."
1924. Professor Sir Paul Vinogradoff, F.B.A., for his work, "Outlines of Historical Jurisprudence."
1929. Professor Sydney Smith, M.D., for his work, "Forensic Medicine."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
Jan.	29	Blaker	Andrews	*More	Ritchie
,,	30	More	Jones	*Ritchie	Andrews
,,	31	Hicks Beach	Ritchie	*Andrews	More
Feb.	1	Andrews	Blaker	More	Ritchie
,,	2	Jones	More	*Ritchie	Andrews
,,	3	Ritchie	Hicks Beach	Andrews	More
		GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
Jan.	29	Andrews	Hicks Beach	*Blaker	*Jones
,,	30	*More	Blaker	Jones	*Hicks Beach
,,	31	Ritchie	Jones	*Hicks Beach	*Blaker
Feb.	1	*Andrews	Hicks Beach	Blaker	*Jones
,,	2	More	Blaker	*Jones	Hicks Beach
,,	3	Ritchie	Jones	Hicks Beach	Blaker

The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 8th February, 1934.

	Div. Months.	Middle Price 24 Jan. 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	110	3 12 9	3 7 4
Consols 2½%	JAJO	75⅜	3 6 0	—
War Loan 3½% 1952 or after	JD	101¼	3 9 2	3 8 2
Funding 4% Loan 1960-90	MN	112	3 11 5	3 6 1
Victory 4% Loan Av. life 29 years	MS	110⅜	3 12 3	3 8 3
Conversion 5% Loan 1944-64	MN	116½	4 5 10	3 1 1
Conversion 4½% Loan 1940-44	JJ	109⅝	4 2 6	2 18 7
Conversion 3½% Loan 1961 or after	AO	102⅛	3 8 7	3 7 6
Conversion 3% Loan 1948-53	MS	98xd	3 1 3	3 2 10
Conversion 2½% Loan 1944-49	AO	93⅛	2 13 8	3 1 7
Local Loans 3% Stock 1912 or after	JAJO	88⅝	3 7 9	—
Bank Stock	AO	348½	3 8 11	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	80	3 8 9	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	88	3 8 2	—
India 4½% 1950-55	MN	108¼	4 3 2	3 16 0
India 3½% 1931 or after	JAJO	88	3 19 7	—
India 3% 1948 or after	JAJO	75½	3 19 6	—
Sudan 4½% 1939-73	FA	111	4 1 1	2 3 2
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Tanganyika 4% Guaranteed 1951-71	FA	108½	3 13 9	3 6 9
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	—
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	104	3 16 11	3 14 6
*Australia (Commonw'th) 3¾% 1948-53	JD	100	3 15 0	3 15 0
Canada 4% 1953-58	MS	107	3 14 9	3 10 2
Natal 3% 1929-49	JJ	96	3 2 6	3 6 10
New South Wales 3½% 1930-50	JJ	97	3 12 2	3 15 0
New Zealand 3% 1945	AO	96	3 2 6	3 8 11
Nigeria 4% 1963	AO	106	3 15 6	3 13 4
Queensland 3½% 1950-70	JJ	96	3 12 11	3 14 1
South Africa 3½% 1953-73	JD	99	3 10 8	3 10 11
Victoria 3½% 1929-49	AO	97	3 12 2	3 15 0
W. Australia 3½% 1935-55	AO	97	3 12 2	3 14 1
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	86	3 9 9	—
Croydon 3% 1940-60	AO	94	3 3 10	3 7 1
Essex County 3½% 1952-72	JD	102	3 8 8	3 7 2
Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	86	3 9 9	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	74	3 7 7	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	88	3 8 2	—
Manchester 3% 1941 or after	FA	86	3 9 9	—
Metropolitan Consd. 2½% 1920-49	MJSD	93	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	89½	3 7 0	3 7 10
Do. do. 3% "B" 1934-2003	MS	91	3 5 11	3 6 7
Do. do. 3% "E" 1953-73	JJ	95	3 3 2	3 4 6
Middlesex County Council 4% 1952-72	MN	109	3 13 5	3 7 0
Do. do. 4½% 1950-70	MN	114	3 18 11	3 8 0
Nottingham 3% Irredeemable	MN	87	3 9 0	—
Sheffield Corp. 3½% 1968	JJ	100½	3 9 8	3 9 6
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	108½	3 13 9	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	124⅜	4 0 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	124½	4 0 4	—
Gt. Western Rly. 5% Preference	MA	113	4 8 6	—
Southern Rly. 4% Debenture	JJ	106	3 15 6	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	122⅜	4 1 8	—
Southern Rly. 5% Preference	MA	109	4 11 9	—

*Not available to Trustees over par.

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